

REAL ESTATE LIEN NOTE

Date: July 18, 2003

Maker: [REDACTED]

Maker's Mailing Address:

[REDACTED]

Payee: [REDACTED]

Place for Payment:

[REDACTED]

Principal Amount:

\$120,000.00

Annual Interest Rate on Unpaid Principal from AUGUST 8, 2003:

6.5%

Annual Interest Rate on Matured, Unpaid Amounts:

Highest rate permitted by law.

Terms of Payment (principal and interest):

Principal and interest are due and payable in 60 monthly installments, the first 59 installments being in the amount of \$2,347.94 each, including interest, and the final installment being in the amount of the balance of principal plus accrued interest then remaining outstanding and unpaid. The first installment is due and payable SEPTEMBER 8, 2003, and the remaining installments are due and payable in consecutive order on the same day of each and every succeeding month thereafter until all sums hereunder have been paid, the final installment being due AUGUST 8, 2008. Interest will be calculated on the unpaid principal to the date of each installment paid. Payments will be credited first to the accrued interest and then to reduction of principal.

This note may be prepaid in whole or in part at any time without penalty. Any prepayments will be applied to the payment of the installments of principal last maturing and interest shall immediately cease on the prepaid principal.

If any installment becomes overdue for more than 15 days, and Payee elects to accept any such late installment, Maker agrees, upon demand to pay Payee an additional sum equal to 5% of the amount of any such late installment in order to defray the expense of handling the delinquent payment.

Security for Payment: Payment hereof is secured by, among other security, a Deed of Trust of even date herewith executed by Maker to Michael J. Shelly, P.C., a Texas professional

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN FOR ALL PURPOSES.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

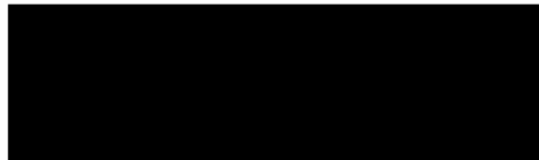
If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.



PREPARED IN THE LAW OFFICE OF:
MICHAEL J. SHELLY, P.C., Attorney at Law
5102 Holly Road, Suite A
Corpus Christi, TX 78411

EXHIBIT "A"

A 1.266 acre tract of land out of Lots 38, 39 & 40, Patrick Gardens, a subdivision of the City of Corpus Christi, Nueces County, Texas recorded in Volume A, Page 47, Nueces County, Texas, Map Records, and includes Lots 39-A and 38-C, recorded in Volume 24, Page 21, Map Records, Nueces County, Texas, and two unplatted lots sometimes called 38-D and 40-F, located south of Morgan avenue between Virginia Avenue and Cheyenne Avenue, said unplatted lot called 38-D, being that particular lot conveyed by A. B. (Abe) Heifetz and wife, Emma Heifetz to John W. Hennessey, Trustee for the Most Rev. Thomas J. Drury, Bishop of Corpus Christi Diocese, dated December 21, 1973, recorded in Volume 1483, Page 556, Deed Records, Nueces County, Texas, and said unplatted lot sometimes called 40-F, being that particular lot conveyed to Aliber Resendez by Elva Barrera with Deed Without Warranty, dated November 15, 1999, recorded with Document No. 1999050522, Nueces County, Texas, Deed Records, all being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod, set for corner at the intersection of the south right-of-way line of said Morgan Avenue and the east right-of-way line of Virginia Avenue, for the northwest and beginning corner of the tract herein described, from whence the original northwest corner of said Lot 38, bears North 1 deg. 41' West, a distance of 18.84 feet;

Thence North 71 deg. 33' East, with the existing south right-of-way line of said Morgan Avenue, at approximately 102.8 feet pass the common line of said original Lots 38 & 39, at 134.34 feet pass the northwest corner of said Lot 39-A, at 209.24 feet pass the northeast corner of said Lot 39-A, the northwest corner of that certain unplatted tract of land sometimes called Lot 40-F, in all a distance of 308.47 feet to a 5/8 inch iron rod found flush with the ground for corner at the intersection of the existing west right-of-way line of Cheyenne Avenue, for the northeast corner of the tract herein described;

Thence South 1 deg. 41' East, with the west right-of-way line of said Cheyenne Street, a distance of 140.31 feet to a 5/8 inch iron rod; found for corner at the northeast corner of Lot 40-E, recorded in Volume 24, Page 21, Map Records, Nueces county, Texas, the northwest corner of a 5.0 foot Street Dedication conveyed to the City of Corpus Christi by E. V. DeLeon and Tomas Gonzalez by deed dated July 16, 1974, recorded in Volume 1528, page 38, Deed Records, Nueces County, Texas, the southeast corner of said Resendez tract for the upper southeast corner of the tract herein described;

Thence South 73 deg. 10' West, with the north line of said Lot 40-E, a distance of 98.50 feet to a 5/8 inch iron rod found in the east line of said Lot 39-A, the northwest corner of said Lot 40-E, for the upper interior corner of the tract herein described;

Thence South 1 deg. 41' East, with the east line of said Lot 39-A, at 11.52 feet pass the southwest corner of said Lot 40-E, the northwest corner of Lot 40-D, an unplatted lot, and continuing with its west line thereof, in all a distance of 61.52 feet to a drill hole set in the concrete pour of a fence corner post, for the southwest corner of said unplatted Lot 40-D, and in the north line of Lot 40-C, a platted lot recorded in Volume 24, Page 21, Map Records, Nueces County, Texas, the southeast corner of said Lot 39-A and for the middle southeast corner of the tract herein described;

Thence South 88 deg. 19' West, with the north line of said Lot 40-C, the south line of said Lot 39-A, a distance of 50.15 feet to a 5/8 inch iron rod found for the northwest corner of said Lot 40-C, the northeast corner of Lot 38-C, a platted lot recorded in Volume 24, Page 21, Map Records, Nueces County, Texas, and for the lower interior corner of the tract herein described;

Thence South 1 deg. 41' East, with the west line of said Lot 40-C, the east line of said Lot 38-

C, a distance of 54.37 feet to a 5/8 inch iron rod found flush with ground for the common corner of Lots 38-C, 38-B, 40-C & 40-B, platted lots recorded in Volume 24, Page 21, Map Records, Nueces County, Texas, and for the lower southeast corner of the tract herein described;

Thence South 88 deg. 19' West, with the north line of said Lot 38-B, the south line of said Lot 38-C, a distance of 150.15 feet to a 1/2 inch iron rod found 12 inches deep in the east right-of-way line of said Virginia Avenue, for the southwest corner of the tract herein described;

Thence North 1 deg. 41' West, with the east right-of-way line of said Virginia Avenue, at 54.17 feet pass the lower southwest corner of said Lot 39-A, at 72.60 feet pass the southwest corner of said unplatted lot sometimes called 38-D, in all, a distance of 192.96 feet to the POINT OF BEGINNING.